

Project Name or Subdivision Name:

Vanguard Village Subdivision No 1

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For Internal Use Only

Record Number: ESMT-2025-0076

**PEDESTRIAN PATHWAY EASEMENT**

THIS Easement Agreement made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ between  
Ten Mile West Commercial LLC ("Grantor") and the City of Meridian, an Idaho Municipal  
Corporation ("Grantee");

WITNESSETH:

WHEREAS, Grantor is the owner of real property on portions of which the City of Meridian desires to establish a public pathway; and

WHEREAS, the Grantor desires to grant an easement to establish a public pathway and provide connectivity to present and future portions of the pathway; and

WHEREAS, Grantor shall construct the pathway improvements upon the easement described herein; and

NOW, THEREFORE, the parties agree as follows:

THE GRANTOR does hereby grant unto the Grantee an easement on the following property, described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein.

THE EASEMENT hereby granted is for the purpose of providing a public pedestrian pathway easement for multiple-use non-motorized recreation, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, said easement unto said Grantee, its successors and assigns forever.

THE GRANTOR covenants and agrees that Grantor shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or shrubs.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that the Grantor shall repair and maintain the pathway improvements.

THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the easement hereby granted become part of, or lie within the boundaries of any public street,

then, to such extent such easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

THE GRANTOR does hereby covenant with the Grantee that it is lawfully seized and possessed of the aforementioned and described tract of land, and that it has a good and lawful right to convey said easement, and that it will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto subscribed its signature the day and year first hereinabove written.

GRANTOR: Ten Mile West Commercial LLC

STATE OF IDAHO )  
 ) ss  
County of Ada )

This record was acknowledged before me on 6/25/25 (date) by J. Thomas Ahlquist (name of individual), [complete the following if signing in a representative capacity, or strike the following if signing in an individual capacity] on behalf of Ten Mile West Commercial, LLC. (name of entity on behalf of whom record was executed), in the following representative capacity: Manager (type of authority such as officer or trustee)

Notary Stamp Below



Notary Signature \_\_\_\_\_  
My Commission Expires: 03/19/2031

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk

STATE OF IDAHO, )

: ss.

County of Ada )

This record was acknowledged before me on \_\_\_\_\_ (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

Notary Stamp Below

\_\_\_\_\_  
Notary Signature

My Commission Expires: \_\_\_\_\_

**Exhibit A**  
**LEGAL DESCRIPTION FOR**  
**VANGUARD VILLAGE SUBDIVISION**  
**PATHWAY EASEMENT**

An easement of land located in the Northwest 1/4 of the Northeast 1/4, and the Northeast 1/4 of the Northwest 1/4 of Section 15, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho. Being further described as follows:

**BASIS OF BEARING:**

*The North line of the Northeast 1/4 of the Southeast 1/4 Section 15, Township 3 North, Range 1 West, Boise Meridian, derived from found monuments and taken as South 89°15'15" East with the distance between monuments found to be 1321.87 feet.*

**BEGINNING** at a point from which the Center East 1/16 of said Section 15 bears North 89°25'38" East a distance of 1486.14 feet;

Thence South 39°31'01" East, a distance of 1,611.65 feet;

Thence South 86°48'51" East, a distance of 136.92 feet;

Thence North 88°47'56" East, a distance of 311.79 feet;

Thence South 00°33'07" West, to a point on the Northern Right-of-Way of Interstate 84 a distance of 40.02 feet;

Thence along said Right-of-Way the following Seven (7) Courses;

South 88°47'56" West, a distance of 312.10 feet;

North 86°48'51" West, a distance of 675.49 feet;

North 84°05'13" West, a distance of 546.27 feet;

North 84°22'13" West, a distance of 139.20 feet;

North 81°25'32" West, a distance of 569.26 feet;

North 85°10'41" West, a distance of 150.33 feet;

North 81°21'24" West, a distance of 266.05 feet;

Thence leaving said Right-of-Way North 00°39'39" East, a distance of 40.39 feet;

Thence South 81°21'24" East, a distance of 270.32 feet;

Thence South 85°10'41" East, a distance of 150.31 feet;

Thence South 81°25'32" East, a distance of 569.55 feet;

Thence South 84°22'13" East, a distance of 138.27 feet;

Thence South 84°05'13" East, a distance of 545.42 feet;

Thence South 86°48'51" East, a distance of 434.02 feet;

Thence North 39°31'01" West, a distance of 1,617.77 feet;

Thence South 89°14'41" East, a distance of 68.55 feet;

Thence along a curve to the right, with a radius of 31.00 feet and a central angle of 18°26'06" an arc length of 9.97 feet with a chord bearing of South 80°01'38" East and a chord distance of 9.93 feet;

Thence South 70°48'35" East, a distance of 20.35 feet;

Thence along a curve to the left, with a radius of 19.00 feet and a central angle of 18°26'06" an arc length of 6.11 feet with a chord bearing of South 80°01'38" East and a chord distance of 6.09 feet;

Thence South 89°14'41" East, a distance of 2.26 feet to the **POINT OF BEGINNING**.

Said Parcel containing 227,756 square feet or 5.23 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

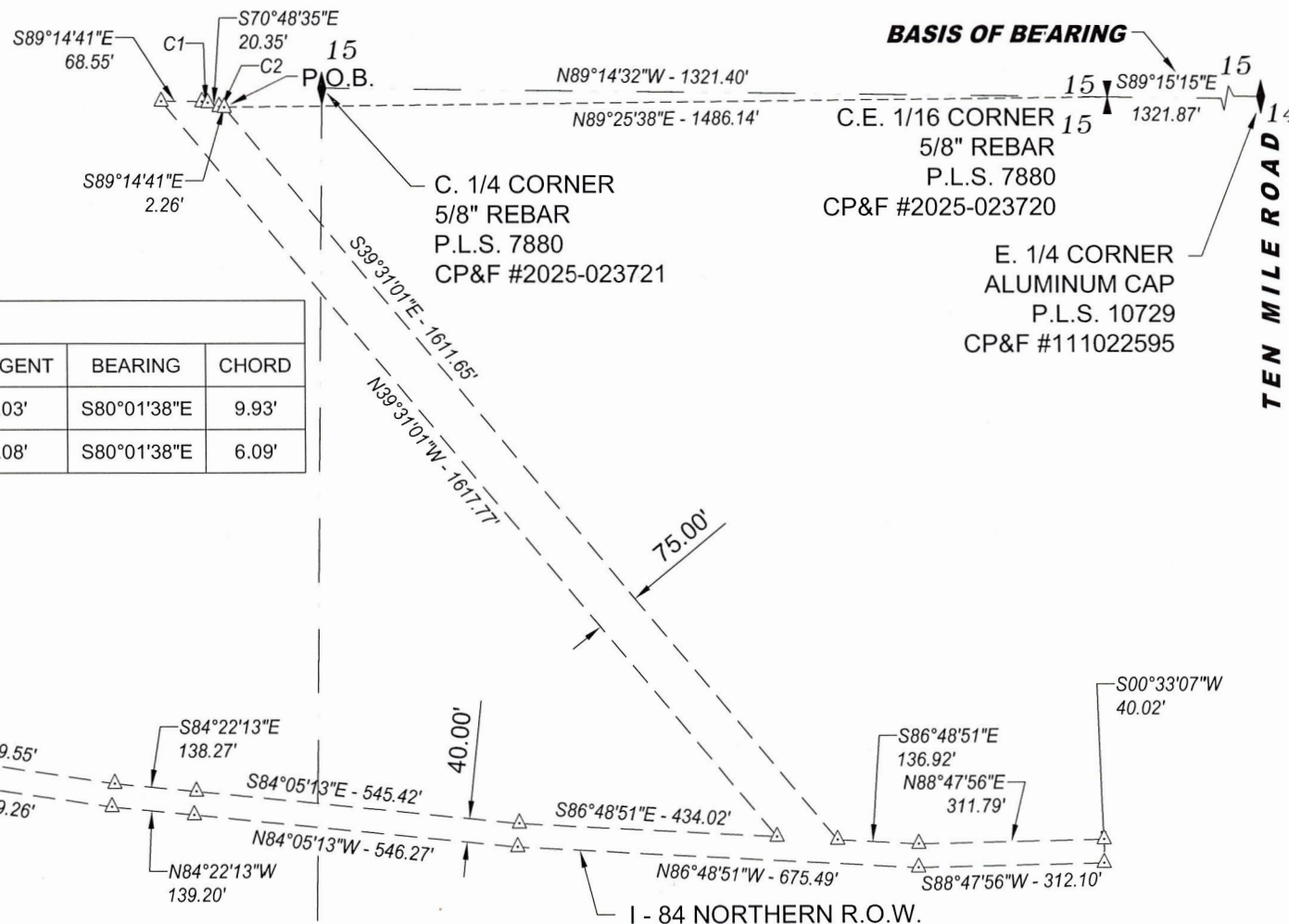
**END OF DESCRIPTION.**

Kenneth H. Cook, P.L.S. 9895  
Timberline Surveying  
316 S. Kimball Ave, Suite 207  
Caldwell, Idaho 83605  
(208) 465-5687



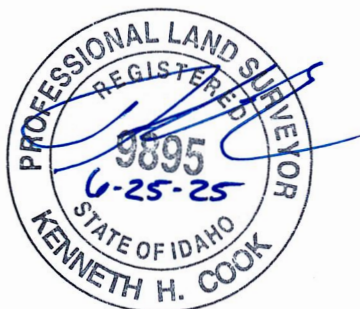


1" = 300'



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT	BEARING	CHORD
C1	31.00'	18°26'06"	9.97'	5.03'	S80°01'38"E	9.93'
C2	19.00'	18°26'06"	6.11'	3.08'	S80°01'38"E	6.09'



VANGUARD VILLAGE SUBDIVISION  
PATHWAY EASEMENT DISPLAY  
EXHIBIT "B"

FILE: 25082 - TEN MILE PATHWAY EASEMENT.dwg



TIMBERLINE  
SURVEYING  
316 S KIMBALL AVE. SUITE 207, CALDWELL, IDAHO 83605  
208-465-5687